

Request for Proposal

Work Order Based Civil Engineering Services for Transit Facilities & Projects

RFP No. E00026E06

August 2006

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**KING COUNTY
REQUEST FOR PROPOSALS ADVERTISEMENT**

King County is requesting Proposal Submittals from qualified firms interested in providing civil engineering services for Transit Facilities and Capital Projects on a work order basis.

The Request for Proposals, all addenda and current document holder's list are available on the internet at www.metrokc.gov/procurement/rfp_rfq_itb/new_consus.aspx. The County will no longer mail, ship or fax RFPs and addenda.

Interested firms *must* register with the County at time of download and ensure that a valid contact email address is given. Notification of addenda will be sent to the registered email address. Failure to register will result in the proposer not being notified of any addenda, which may result in rejection of the proposal as non-responsive.

The County plans to issue one (1) contract with a maximum dollar value of \$500,000. The contract will have an initial period of performance of one (1) year. The County reserves the right to amend the contract duration in one (1) year increments up to a maximum of three (3) years, if funds remain.

Contract Title: **Work Order Based Civil Engineering Services for Transit Facilities & Projects**

Number: **E00026E06**

Proposals due: **September 21, 2006**

Time: **5:00 p.m.**

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may not be considered responsive and may therefore be subject to disqualification by King County.

SUMMARY OF WORK: Provide a full range of civil engineering and related services necessary to execute a variety of transit facilities and capital projects on a work order basis.

SUBCONSULTANT OPPORTUNITIES: Provided for informational purposes only, following are subconsulting opportunities that may be available on this Contract:

Survey, Geotechnical Engineering, Structural Engineering, Landscape Architecture, LEED Certification

This contract is funded in part by a grant from the U.S. Department of Transportation, Federal Transportation Administration (DOT/FTA). The contract awarded through this solicitation will contain terms and conditions governing the administration of the Project as required by these federal funds.

In accordance with the requirements of the grant and with FTA's policy on the utilization of socially and economically disadvantaged individuals and disadvantaged business enterprises (DBEs) in procurements under assistance programs, the Consultant shall comply with 46 CFR Part 26.

The County has established a DBE goal of **0%** for this contract. As a condition of award, the successful proposer must make good faith efforts to meet this DBE goal. Good faith efforts are established when the Proposer documents that it has obtained enough DBE participation to meet the DBE goal; or documents that it has made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. Please see the Civil Rights section of the solicitation for further information.

Refer to the Non-discrimination and Affirmative Action Section of the Request for Proposals for full discussion of the application of the non-discrimination and affirmative action provisions to subconsulting opportunities, as well as other non-discrimination and affirmative action requirements with which the Consultant shall comply.

QUESTIONS: Questions concerning this solicitation should be directed to **Gib Myers, Contract Specialist** at **206-684-2024**, TTY Relay: 711. The Proposer may be requested to submit the question in writing. No verbal answers by County personnel will be binding on the County.

This information is available in alternate formats for individuals with disabilities upon advance request by calling 206-684-1327, TTY Relay: 711.

REQUEST FOR PROPOSALS

Work Order Based Civil Engineering Services for Transit Facilities & Projects

RFP NO. E00026E06

I. INTRODUCTION

- A. This Request for Proposals ("RFP") contains the information necessary to understand the consultant selection process and identifies the documentation a Proposer must submit. After reviewing this RFP, any firm that determines it has the necessary expertise and experience and could successfully perform the required services may submit its Submittal, addressing the items set forth herein. A general overview of the selection process is as follows:
1. Proposers shall provide the Submittal to King County no later than **5:00 p.m., September 21, 2006**, after which time they will be reviewed and evaluated. The Submittal shall be sent to:

**Gib Myers, Contract Specialist
King County Finance and Business Operations Division
Procurement & Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue
Seattle, Washington 98104.**
 2. King County may, at its option, contact a Proposer and during a telephone conference ask clarifying questions concerning the Proposer's Submittal.
 3. At the County's option, the County may conduct Interviews from Proposers qualifying as finalists.
- B. King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts valued at \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>
- C. This contract may be federally funded and subject to certain federally mandated contract provisions.
- D. The purpose of this RFP is to obtain a qualified consultant or consultants to provide a full range of civil engineering and related services necessary to execute a variety of transit facilities and capital projects on a work order basis. The County estimates the potential value of the contract to be \$500,000.
- E. Organizational Conflicts of Interest. An organizational conflict of interest is a situation in which, because of other activities, relationships, or contracts, a consultant is unable, or potentially unable, to render impartial assistance or advice to the County; a consultant's objectivity in performing the contract work is or might be otherwise impaired; or a consultant has an unfair competitive advantage. The County will evaluate future procurements related to this contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, the County may prohibit the

consultants, subconsultants, and/or members of the consultant team from participating in such related procurement/projects.

1. Consultants are hereby advised that if your firm is the prime consultant or a subconsultant who performs work on a work order contract and, as part of that contract, performs studies and/or pre-design type services for a project that is later advertised, your firm will most likely not be able to compete for the advertised project. Individuals involved in studies and/or pre-design may also not be allowed to compete for follow-on work to ensure a fair and competitive procurement. A prime consultant or subconsultant may decline a work order request for pre-design services where involvement on the work order would preclude the firm from competing for a project that will later be advertised.
 2. KPG is not eligible for the award of this contract because it was awarded King County contract E00017E06, Work Order Based Civil Engineering Services for Transit Facilities and Capital Projects (non-federally funded).
- F. The initial period of performance for the contract is one (1) year. The contract value for the initial period of performance will be \$500,000. The County reserves the right to amend the contract in one (1) year increments up to a maximum total duration of three (3) years. In no circumstances shall the contract value exceed \$500,000 or a total of three (3) years.
1. There is no guarantee that all disciplines or services will be used. The County does not guarantee that the consultant will receive a specific volume of work, a specific total contract amount, or a specific work order value.
 2. At any time during the funding year, all projects and subsequent work orders may be subject to change if there is a change in funding levels or project priorities.
- G. Specific work under this contract will be performed on a work order basis consisting of individually negotiated work orders. Each work order will provide a specific scope, budget and schedule for the services required. The exact disciplines required and the amount of work for each discipline have not been determined. The Consultant should be capable of adding, deleting or substituting disciplines/expertise as necessary to meet the needs of specific work orders. There is no guarantee that all disciplines or services will be utilized. The Consultant will be expected to respond to short notice requests for technical services to resolve work order requests. The Consultant should be capable of performing urgent work order requirements while working on several work orders simultaneously. The County will not compensate the Consultant for work associated with negotiation of the scope, schedule and budget of individual work orders.

II. PROJECT BACKGROUND

- A. King County Transit's Design and Construction Section provides engineering and construction project support for the County's Transportation Department and Transit Division's facilities.
1. The work on this contract will include civil engineering and associated services, on a work order basis, for various transit related design projects. The County anticipates that the following disciplines may be used for this contract.
 - a. Structural Engineering
 - b. Surveying

- c. Trolley Overhead Engineering
 - d. Geotechnical
 - e. Landscape Architecture
 - f. LEED Certification
2. Other Services may consist of, but are not limited to;
- a. Project Management
 - b. Engineering Studies, evaluations, technical memos, reports and recommendations;
 - c. Value Engineering
 - d. Green Building/Sustainable Design
 - e. Constructability Reviews
 - f. Services during construction

III. PROCUREMENT PROCESS

A. General Information

1. Compliance with Legal Requirements.
 - a. The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures. King County reserves the right to reject any and all Submittals received. Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.
 - b. In accordance with the provisions of this RFP, King County will evaluate the Submittals. The final selection, if any, will be that Consultant which, in the opinion of the County, best meets the requirements set forth in the RFP and is determined to be the most highly qualified.
2. Clear & Concise Submittal. King County requires that Submittals be concise and clearly written, containing only essential information. Proposers are discouraged from submitting lengthy Submittals, and are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials whenever practical.
3. Costs borne by Proposers. All costs incurred in the preparation of a Submittal and participation in this RFP and negotiation process shall be borne by the proposing firms.
4. Public Disclosure. Once in the County's possession, Submittals shall become property of King County and considered public documents under applicable Washington State laws. All documentation provided to the County may be subject to disclosure in accordance with Washington State public disclosure laws.

B. Protests and Appeals

1. Time to file a Protest.

- a. Any prospective Proposer may file a protest challenging the requirements identified in the RFP provided such protest is received no later than **ten** (10) calendar days prior to the date established for responding to this solicitation.
 - b. A financially interested proposer may file a protest based on evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based.
 - c. In no event shall a protest be considered if all Submittals are rejected or after execution of this contract.
2. Form of Protest. A protest shall be in writing and addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Procurement & Contract Services Section - M.S. EXC-ES-0825, Proposal Protest. A copy of the protest shall be provided to the contract specialist. The protest shall include the following:
 - a. The name, address and telephone number of the party protesting or their representative;
 - b. The RFP number and contract title under which the protest is submitted;
 - c. A detailed description of the specific grounds for protest and any supporting documentation; and
 - d. The specific ruling or relief requested.
3. Determination of Protest. Upon receipt of a timely written protest, the Manager of the Procurement & Contract Services Section ("Manager") shall investigate the protest and shall prior to execution of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a Request for Reconsideration (Appeal) with the Director of the King County Finance and Business Operations Division (Finance Director).
4. Requirements for filing an Appeal. The Appeal shall include the following information and be received by the Finance Director and Contract Specialist within two (2) calendar days of the issuance of the Manager's decision:
 - a. Name, address and telephone number of the person filing the appeal or their representative;
 - b. Copy of the Manager's decision; and
 - c. Explanation of the basis for the appeal and the ruling or relief requested.
5. Grounds for Appeal. Recognized justifications for appeal are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. New issues that could have been raised earlier will not be considered on appeal.
6. Determination of the Appeal. Upon receipt of an Appeal, the Finance Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Finance Director shall constitute the final action of the County.

7. Compliance with Protest and Appeal Process. Failure to comply with these protest and appeal procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.
8. Exhaustion of Administrative Remedies. As a mandatory condition precedent to initiating a lawsuit against the County, a prospective Proposer or a Proposer shall comply with the Protest and Appeal Procedures defined herein.
9. Venue. By responding to this Request for Proposals and for the convenience of the parties, the prospective Proposer or a Proposer acknowledges and agrees that a lawsuit or action related to or arising out of this procurement shall be brought in the Superior Court of King County, Washington.

C. Schedule

1. Anticipated Schedule. The selection process is anticipated to proceed as outlined below:

<u>Date</u>	<u>Selection Process</u>
08/22/06	Public Announcement for RFP
09/21/06	Submittals Due (5:00 p.m.)
10/09/06	Select Finalists
11/09/06	Interview, if necessary
12/15/06	Ranking of Finalists and Notice of Selection
01/12/06	Selected Consultant submit all Cost and Pricing Data
02/16/07	Execute Contract

2. Notification. King County will notify appropriate firms of the following actions:
 - a. Changes in the RFP;
 - b. Disqualification or rejection of a Proposer; and
 - c. Notice of Selection.
3. Addenda. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms still under consideration at the time the addendum is issued.
 - a. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Gib Myers, Contract Specialist at 206-684-2024, PCSS, 8th Floor, 821 Second Avenue (M/S EXC-ES-0825), Seattle, Washington 98104.

D. Negotiations

1. At the completion of the selection process, the selected Proposer will enter into contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The negotiated cost and pricing data, once agreed to by King County and the Consultant, shall form the basis for a billing/payment provision.
2. At the beginning of negotiations the selected Proposer and County shall meet to establish a Negotiation Schedule. Negotiations shall primarily be on reaching

agreement on labor and billing rates, overhead and fee. Negotiations shall not begin until after the County has received and reviewed the cost and pricing data.

E. Contract Terms and Conditions

1. A copy of the County's terms and conditions is available at http://www.metrokc.gov/procurement/rfp_rfq_itb/new_consulting.aspx. By submitting a proposal, the Consultant represents that it has carefully read the terms and conditions and agrees to be bound by them.

F. Cost and Pricing Data

1. King County requires specific documentation of proposed cost and pricing data of the selected Proposer and/or a proposed subconsultant. This documentation shall be provided to:

Gib Myers, Contract Specialist
King County Finance & Business Operations Division
Procurement and Contract Services Section (M/S EXC-ES-0825)
8th Floor, Exchange Building
821 Second Avenue, Seattle, WA 98104

2. The selected consultant shall provide the following information within **five (5) business days** after Notice of Selection has been received. Failure to provide such information in a timely manner may result in a decision by the County to discontinue negotiations with the selected Proposer and start negotiations with the next highest ranked Proposer.
 - a. **Financial Statements Including Balance Sheet And Income Statement.** Only the Prime Consultant should submit this information.
 - b. **Direct Salaries.** All Firms shall submit the following information:
 - (1) List of employees, in alphabetical order (last name first), with job classification, rate of pay, and salary review date. The list shall be composed using Excel and submitted electronically to Michael.Williams2@metrokc.gov. The Excel spreadsheet shall use separate columns for each of the aforementioned items in the same order as listed.
 - (2) Company **payroll records** for the current month, and for up to six months ago if the rate has changed within that time period.
 - c. **Overhead Rates.** All Firms shall provide the following information:
 - (1) Provide current audited overhead schedule, audit report, and cost detail by general ledger account.
 - (2) Provide current overhead schedule, audit report, and cost detail by general ledger account from the following entities:
 - (a) Washington State Department of Transportation (WSDOT)
 - (b) Defense Contract Audit Agency (DCAA)
 - (c) Federal Acquisition Regulation (FAR) overhead rate etc.
 - (3) Provide your lowest negotiated overhead rate on a government agency contract within the last twelve months, including the contract number and an agency contact name and current telephone number.

- (4) Provide a listing of all personnel who will perform work on this Project whose salaries, in full or in part, are included in overhead for the current and previous year. For each person identify his or her title, classification, position in company and salary rate.
- d. **Billing Rates.** Submit only for certain qualifying small firms.
 - (1) Small firms that do not have an accounting system that identifies direct and indirect costs separately, generally use billing rates. Fully burdened billing rates, which include labor, overhead costs and profit, are allowed on a case-by-case basis for those firms that typically use this method for billing purposes.
 - (2) If there is a question as to whether your firm qualifies to use Billing Rates, please call Michael Williams, Cost Analyst, at 206-263-4624.
- e. **Other Direct Cost(s).**
 - (1) Identify all Other Direct Cost(s) (ODC) for this project and the rationale used as a basis for the costs.
 - (2) For each ODC, provide the unit price and/or rate with supporting rationale, historical data and estimating methodology used to validate it.
 - (3) Failure to identify ODC results in a presumption that there are no ODC.
- f. **Profit.** County considers both Washington DOT and FAR guidelines in establishing fair and reasonable profit. For all firms, specify the following:
 - (1) Proposed profit rate;
 - (2) Rationale and justification for the proposed profit rate.
- g. **Markup on Subconsultant Costs and ODC.** In accordance with King County policy CON 7-7-1,6.2.1 (G) Consultants shall not markup subconsultant costs and ODC.

G. Consultant Disclosure

1. King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500 must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. Please Note: This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

IV. CERTIFICATION RE: DEBARMENT/SUSPENSION, NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION AND ADA/504 COMPLIANCE

A. Certification Re: Debarment/Suspension

1. **Proposer Certification Regarding Debarment, Suspension, and Other Responsibility Matters.** The Proposer agrees to comply, and assures the compliance by each of its subconsultants and subcontractors at any tier (hereinafter jointly referred to as subconsultant), with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note, and US DOT regulations

on Debarment and Suspension at 49 CFR Part 29. The Proposer shall submit its certificate on the form found in Attachment 5 to this solicitation.

- a. This certification is a material representation of fact. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, the County may terminate the Agreement for cause of default, in addition to other remedies available including federal suspension and/or debarment.
- b. The Proposer shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended or has been declared ineligible by the federal government from obtaining federal assistance funds. The Consultant's knowledge and information regarding any subconsultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.
- c. The Proposer shall include in each subcontract, regardless of tier, a clause requiring each lower tiered subconsultant to provide the certification set forth in Attachment 5 to this solicitation. Each subcontract, regardless of tier, shall contain a provision that the subconsultant shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended, or declared ineligible from obtaining federal assistance funds. The Proposer shall require each subconsultant, regardless of tier, to immediately provide written notice to the Proposer if at any time the subconsultant learns that its, or a lower tier, certification was erroneous when submitted or has become erroneous by reason of changed circumstances, which the Proposer shall immediately forward on to the County. The Proposer may rely upon the certification of the subconsultant unless it knows that the certification is erroneous.

B. Civil Rights Requirements

1. It is King County's policy that Disadvantaged Business Enterprises (DBEs) shall have equitable opportunities to participate in the performance of contracts for materials and supplies and in providing consulting or construction services for and to King County, and that consultants and subconsultants shall afford equal opportunity in employment while providing materials and supplies and consulting or construction services for and to King County.
2. King County Code Chapters 12.16, 12.17, and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Agreement.
3. During the performance of this Agreement, neither the selected Consultant nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.
4. The selected Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Consultant further agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to the following:

- a. Nondiscrimination in Federal Transit Programs. The selected Consultant agrees to comply with the provision of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination -- Title VI of the Civil Rights Act. The selected Consultant agrees to comply with, and assure compliance by each subconsultant under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FTA may issue.
- c. Equal Employment Opportunity. The selected Consultant agrees to comply with, and assures the compliance of, each subconsultant under this Agreement with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue.
- d. Equal Employment Opportunities for Construction Activities. With respect to construction activities, the selected Consultant agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e), and any Federal statutes, executive orders, regulations, and Federal policies pertaining to construction undertaken as part of the Project.
- e. Nondiscrimination on the Basis of Sex. To the extent applicable, the selected Consultant agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex, and any Federal requirements that may be promulgated.
- f. Nondiscrimination on the Basis of Age. The selected Consultant agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.
- g. Unfair Employment Practices. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall engage in any unfair employment practice identified in King County Code 12.18.
- h. The selected Consultant agrees to comply with the requirements of 49 U.S.C. § 5301(d), which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Consultant agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits

discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
 - (6) U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609.
- i. Confidentiality And Other Civil Rights Protections Relating To Drug Or Alcohol Abuse Or Alcoholism: The selected Consultant agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and the Public Health Service Act of 1912, 42 U.S.C. §§ 290dd3 and 290ee-3, including any amendments to these acts.
 - j. Any implementing requirements FTA may issue.
5. The selected Consultant shall furnish the County, upon request and on such forms as may be provided by the County, a report of the actions taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's records of employment, employment advertisements, application forms, other pertinent data and records related to this Agreement for the purpose of monitoring and investigation to determine compliance with these requirements.

C. Disadvantaged Business Enterprises (DBE)

1. Nondiscrimination—49 CFR part 26. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation—assisted contracts. Failure by the Consultant to carry out these requirements will be a material breach of this Agreement, which may result in the termination of the Agreement or such other remedy, as the County deems appropriate.
2. DBE Contract Goal. The County has established a DBE goal of **0%** for this Contract. As a condition of award, the successful proposer must make good faith efforts to meet this DBE goal. Good faith efforts are established when the proposer documents that it has obtained enough DBE participation to meet the DBE goal; or documents that it has made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation do so.
 - a. In accordance with this subsection, proposers must submit with their Submittals a *Declaration Regarding DBE Solicitation and Utilization Commitment*, with an *Attachment A to Declaration Regarding DBE Solicitation & Utilization Disadvantaged Business Enterprises (DBE) Consultant Utilization Analysis* for each proposed DBE subconsultant. Copies of both documents are included in Attachment 5 to this solicitation. The proposer must report actual DBE participation proposed for this Project to enable King County to determine accurately whether the DBE goal has been met. **Compliance with this requirement is a matter of responsiveness.**
3. Good Faith Efforts Re: DBE Participation. If the DBE goal is not met, evidence of adequate good faith efforts to meet the goal must be provided at the time of proposal Submittals. The following is a nonexclusive list of types of actions that the County will consider as part of the proposer's good faith efforts to obtain DBE participation.
 - a. Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. Proposers must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. Proposers' must determine with certainty if taking appropriate steps to follow up initial solicitations interests the DBEs.
 - b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime consultant might otherwise prefer to perform these work items with its own forces.
 - c. Providing interested DBEs with adequate information about the requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - d. Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subconsultants and suppliers and to select those portions of the work or material needs consistent with the available DBE subconsultants and suppliers, so as to facilitate DBE participation.
 - e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or proposer.
 - g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - h. Effectively using the services of available minority/women community organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- 4. Protest Procedure. If the County determines that the apparent successful proposer has failed to meet the DBE participation requirements King County will notify the proposer in writing prior to contract award. The proposer may obtain administrative review of the County's determination by filing a protest in accordance with the protest procedures set forth in "Protests and Appeals" (Section III. PROCUREMENT PROCESS, Sub-Section B).
- 5. Determining DBE Eligibility and Counting Participation:
 - a. DBE Listing. A current list of DBE firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) is available from that office at (360) 753-9693. For purposes of this solicitation, all DBE firms must be accepted as certified by OMWBE by the date and time of proposals are due.
 - b. Counting DBE Participation. Requirements for counting DBE participation toward the DBE contract goal established for this contract are provided for in 49 CFR 26.55. When a DBE participates in a contract, only the value of the work actually performed by the DBE will be counted.
 - (1) King County will count the entire amount of the portion of a consultant contract that is performed by the DBE's own forces. This shall include the cost of supplies and materials obtained by the DBE for the work of the contract and supplies purchased or equipment leased by the DBE. This shall exclude supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate.
 - (2) King County will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, contractor or managerial services, or for providing bonds or insurance, provided the fees are reasonable and typical with fees customarily allowed for similar services.
 - (3) When a DBE subcontracts part of the work to another firm, King County will only count the value of the subcontracted work if the DBE's subcontractor is also a DBE. King County will not count as participation the work that a DBE subcontracts to a non-DBE firm.
 - c. DBE Consultant. King County will only count the work a DBE prime consultant performs with its own forces as well as the work performed by DBE subconsultants.
 - d. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces.

- e. Commercially Useful Function. King County will count expenditures to a DBE contractor only if the DBE is performing a commercially useful function on that contract.
- (1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.
 - (2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.
 - (3) A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
- f. Expenditures with DBEs. Expenditures with DBEs for materials or supplies shall be counted as provided in the following:
- (1) **Manufacturer** If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies towards the DBE goal. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 - (2) **Regular Dealer** If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 - (a) To be a regular dealer a firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided in this Section (5)(b), if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

(3) **Purchased from a DBE** With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and typical for the services rendered. No part of the cost of the materials and supplies themselves shall be counted.

- g. Further Information. If further information is desired concerning DBE participation, inquiry may be directed to:

King County Business Relations and Economic Development
Business Development and Contract Compliance Section
Bank of America Tower, M.S. BOA-EX-2000
701 Fifth Avenue, Suite 2000
Seattle, WA 98104
Phone: (206) 205-0700, TTY Relay 711
Fax: 206.205.0719

6. Reporting and Enforcement: Breach of Contract.

- a. The selected Consultant shall be required to submit a "Quarterly Affidavit of Amounts Paid DBE Participants" to the Project Representative on a quarterly basis for every quarter in which the contract is active (work is accomplished) or upon completion of the project, as appropriate. A copy of each report shall be submitted to the DBE Liaison Officer: Sandy Hanks – Business Development and Contract Compliance, Bank of America Tower, M.S. BOA-EX-2000, 701 Fifth Avenue, Suite 2000, Seattle, WA 98104. The quarterly reports are due on the 20th of January, April, July and October for the four respective quarters. The dollars reported will be in accordance with 49 CFR Part 26.
- b. The purpose of the DBE requirements of this Contract is to ensure that DBEs actually perform work committed to them at the time of execution of the Agreement by the selected Consultant. The failure to comply with the mandatory DBE requirements shall constitute a material breach of the Agreement. In addition to any other rights and remedies the County may have under the Agreement or at law or equity relating to said breach, the County may, in its discretion, withhold making payment to the selected Consultant until such time as compliance is achieved.

7. DBE Replacement.

- a. The Consultant shall not terminate for convenience a DBE subconsultant and then perform the work of the terminated subconsultant without the prior written consent of the DBE Liaison Officer. All such requests must be in writing to the DBE Liaison Officer at the address set forth above.
- b. The Consultant shall send written notification to the DBE Liaison Officer prior to replacing any DBE subconsultant. When a DBE subconsultant is terminated, or fails to complete its work for any reason, the Consultant shall make good faith efforts to find another DBE subconsultant to substitute for the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE to the extent needed to meet the DBE goal. The County reserves the right to withhold

payment on any work originally designated to be performed by a DBE subconsultant if the selected Consultant fails to comply with the provisions of this section. If the selected Consultant fails to comply, the contracting officer may issue a termination for default proceeding.

8. Changes to DBE Contract Goal. The County will review proposed changes or amendments to the Agreement on a case-by-case basis for the application and possible adjustment of the DBE Contract Goal set for this contract.

D. Non-Discrimination in Subcontracting Practices

1. Compliance with Laws and Regulations. The Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Consultant shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Agreement.
2. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages proposers to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises ("M/WBEs") in County contracts. The County encourages proposers to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
 - a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 - b. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 - d. Establishing delivery schedules, where the requirements of this Agreement permit, that encourages participation by small businesses, including M/WBEs.
 - e. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Agreement.
 - f. Using the services of available community organizations, consulting groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
 - g. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.
3. Small Business and Minority and Women Business Enterprise Practices. Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

- a. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime proposers/proposers of contracting and subcontracting capabilities.
 - b. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 - c. Utilizing the services of available community organizations, consulting groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
4. Equal Employment Opportunity. The Consultant will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
5. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to the Agreement. During the performance of the Agreement, neither the Consultant nor any party subcontracting under the authority of the Agreement shall engage in unfair employment practices. It is an unfair employment practice for any:
- a. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 - b. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 - c. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupational qualification;
 - d. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 - e. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 - f. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

- g. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - (1) The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - (2) The employer informs employees of the requirement and the consequences of violating the rule.
- 6. Discrimination In Contracting. King County Code Chapter 12.17 is incorporated by reference as if fully set forth herein and such requirements apply to this Agreement. During the performance of this Agreement neither Consultant nor any party subcontracting under the authority of this Agreement shall discriminate or engage in unfair contracting practices prohibited by KCC 12.17.
- 7. Record-Keeping Requirements and Site Visits. The Consultant shall maintain, for at least 12 months after completion of all work under this Agreement, the following:
 - a. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
 - b. Records, including written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to subconsultants and suppliers in this Agreement, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).
 - c. The County may visit, at any time, the site of the work and the Consultant's office to review the foregoing records. The Consultant shall provide every assistance requested by the County during such visits. In all other respects, the Consultant shall make the foregoing records available to the County for inspection and copying upon request. If this Agreement involves federal funds, the Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in this Agreement.

E. Required Submittals During Work

- 1. Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the selected Consultant shall submit a final Affidavit of Amounts Paid, identifying amounts actually paid and amounts owed to each subcontracting firm for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. Affidavit forms will be provided by King County.
- 2. Site Visits. King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The selected Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

F. Other Requirements

- 1. The selected Consultant agrees to comply with any other non-discrimination statute(s) that may apply to this agreement.

2. The selected Consultant is hereby given notice that federal requirements may change and the changed requirements will apply to the project as required.
3. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of this Agreement. Any violation of the applicable requirements of this Agreement by a subconsultant will be deemed a violation by the Consultant and will subject the Consultant sanctions and penalties allowed under this Agreement, federal and local law.
4. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17, and 12.18 are available by contacting King County Business Development and Contract Compliance at the address below. Please include the contract number in all correspondence.

Business Development and Contract Compliance
King County Courthouse
M.S. KCC-EX-0402
516 Third Avenue Room 550
Seattle, WA 98104
Phone: (206) 205-0700

G. Summary of Required Civil Rights Submittals

1. Each firm submitting a proposal shall complete the following forms which shall be provided by the County and submit them with its proposal. Failure to submit the completed forms with the proposal may result in a determination by the County that the proposer is not responsible. Each of the following is herein incorporated by reference.
 - a. Declaration Regarding Disadvantaged Business Enterprise Solicitation and Utilization and Attachment A for each proposed DBE subconsultant; and
 - b. Affidavit and Certificate of Compliance with King County Code 12.16: The selected Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.
2. The following shall be submitted after the proposer receives written notice of selection:
 - a. Personnel Inventory Report;
 - b. Statement of Compliance with King County Code 12.16: The selected Consultant shall obtain this statement from any labor union or employee referral agency, which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees;
 - c. ADA/504 Disability Assurance of Compliance: The selected Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office. The Consultant

shall complete a 504/ADA Disability Assurance of Compliance. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA; and

- d. Letters of Intent: The selected Consultant shall submit a Letter of Intent for each named DBE signed by the Consultant and counter-signed by the appropriate DBE. Such letters of intent shall set forth the scope and the dollar value of the work to be performed by each DBE.
3. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of this Agreement. Any violation of the applicable requirements of this Agreement by a subconsultant will be deemed a violation by the selected Consultant and will subject the selected Consultant to sanctions and penalties allowed under this Agreement, federal and local law.
4. The County will not execute any Agreement without prior receipt of fully executed forms required by the Civil Rights Required Submittals listed in this section.
5. After proposals are submitted, the County may, at its discretion, request additional information pertaining to the portion of work to be performed by DBEs under this Agreement.
6. Copies of Chapters 12.16, 12.17, and 12.18 are available from the Minority and Women's Business Enterprise and Contract Compliance Division, phone (206) 684-1330.

H. Sanctions for Violations

1. Any violation of the mandatory requirements of the provisions of this Civil Rights Section shall be a material breach of contract for which the selected Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

V. INSURANCE REQUIREMENTS

- A. Prior to execution of the Agreement, the Consultant shall file with King County certificates of insurance and endorsements from their insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s); shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, and the expiration date; and shall provide that King County receives notice at least thirty (30) calendar days prior to the effective date of any policy limit or cancellation of required coverages. The Consultant shall notify the County at least thirty (30) calendar days prior to the effective date of any cancellation or reduction in coverage in the policy. During the entire Contract period the Consultant shall maintain insurance coverage at least as broad as the limits and coverage outlined in this Agreement. The Consultant shall, upon demand of King County, make available to King County at Consultant's local office in King County all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate the Consultant's work hereunder.

Suspension or termination of this Agreement shall not relieve the Consultant from its insurance obligation hereunder.

- B. The Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- C. Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions, when required, is acceptable on a "claims made" form.
- D. If coverage is approved and purchased on a "claims made" basis, the Consultant shall continue coverage either through (1) policy renewals for not less than three years from the date of completion of the work which is the subject of this Agreement or (2) the purchase of an extended discovery period for not less than three years from the date of completion of the work which is the subject of this Agreement, if such extended coverage is available.
- E. If in order to meet the insurance requirements the Consultant must rely on insurance provided by one or more subconsultants, then such subconsultant(s) shall be required to meet all of the requirements herein applicable to the insurance they are providing, and shall include County and Consultant as additional insureds on all liability policies except Professional Liability/Errors & Omissions and Workers Compensation. The County will not make any payments on work performed by subconsultants until all insurance documentation from such subconsultants has been received and accepted by the County.
- F. Provided the affected insurance policies permit the following waiver without voiding coverage, Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.
- G. The Consultant shall maintain limits no less than the following:
 - 1. **General Liability. \$1,000,000** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000** aggregate limit. Coverage shall be at least as broad as Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.
 - 2. **Professional Liability Errors and Omissions. \$1,000,000** per claim and in the aggregate.
 - 3. **Automobile Liability. \$1,000,000** combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent), MCS 90, or auto pollution coverage.
 - 4. **Workers' Compensation. Statutory requirements of the State of residency.** Coverage shall be at least as broad as Workers' Compensation coverage required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

5. **Employer's Liability or "Stop Gap".** Coverage shall be at least as broad as the protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.
- H. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.
- I. The insurance policies required shall contain, or be endorsed to contain, the following provisions:
1. **Liability Policies except Professional Liability & Errors and Omissions and Workers Compensation:**
- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
 - b. To the extent of the Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
 - c. The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
 - d. The Consultant's Protection and Indemnity (to include Jones Act) policy shall waive rights of subrogation against the County.
- J. Unless otherwise approved by the County, Insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.
- K. Professional Liability, Errors and Omissions insurance may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved in writing by the County.
- L. If at any time any of the foregoing policies fails to meet the minimum standards above, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

VI. EVALUATION AND SELECTION CRITERIA

- A. All Submittals will be evaluated by a Consultant Selection Panel ("Panel"), which will be responsible for ranking of the Proposers. The criteria outlined below will be used in evaluating the Submittals and determining the most qualified Proposer. A total of 100 points (excluding a potential interview) has been assigned to the Evaluation Criteria; maximum points follow each criterion listed. The points indicate the relative weight or importance given to each criterion. Evaluators will use the points to score each proposal. Each evaluator will put the scores in rank order, with the highest scored proposer 1st, the second-highest scored proposer 2nd, etc. This ranking will then be totaled. From the ranking, the County intends to select the most qualified Proposer and begin negotiations.

- B. The County may determine that the ranking is close and an interview with the top ranked firms is necessary. Interviews will have a maximum of 50 points. The number of Proposers to participate in interviews, if any, will be determined by the County based on the recommendation of the evaluation. The County may choose to use different criteria for the interview, in which case the finalists will be so notified in writing. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. At County's option, interviews may be held if Consultant teams are closely ranked.

VII. DOCUMENTATION

- A. The prime Proposer shall submit **one (1) original unbound** Submittal and **four (4) bound copies** of the Submittal. The Submittal should be provided in a box or envelope and the RFP Title and RFP Number shall be clearly printed on the outside of the box or envelope.
- B. Submittal Format Requirements. The Submittal shall comply with the following format requirements:
1. The original and copies of the Submittal shall be indexed with tabs for each section.
 2. Submittal shall be limited to a maximum of **seven (7)** pages, including:
 - a. Index;
 - b. Letter of Interest;
 - c. Statement of Qualification Certification;
 - d. Project Examples;
 - e. the Proposal;
 - f. All charts, tables, graphics, attachments, and pictures.
 3. The **only** documentation not included in the page count is as follows: (a) Resumes, (b) Attachment 5 Forms, and (c) sample documents required in Evaluation Criterion C., Communication.
 4. Submittals that exceed the page limit shall be rejected. However, in limited circumstances the County may waive minor informalities or irregularities provided that the County determines there is no competitive advantage gained as a result of such action. If rejecting proposals that exceed the page count results in only two (2) conforming proposals, the County at its sole discretion will remove pages to bring the non-conforming proposals within the page count limit.
 5. Resumes shall not exceed a maximum of two (2) pages. Resumes that exceed the page limit will be removed, in total, from the Submittal and shall not be reviewed or considered during the evaluation.
 6. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.
 7. Tabs that are used to subdivide and organize the Submittal shall not be considered a page provided the tab has no substantive text or diagrams in the body of the page and text is limited to the tab portion.
 8. Submittal shall be prepared on 8 1/2" by 11" paper.

C. The Submittal shall consist of the following parts:

1. **Letter of Interest.** The Letter of Interest shall contain the following information:
 - a. RFP Title and Number;
 - b. Proposer's name, mailing address, contact person, telephone and fax numbers; and
 - c. Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers.
2. **Statement of Qualifications Certification.** An authorized representative of the Proposer shall sign the Certification found in Attachment 2. Special Note: The County has different certifications depending on the requirements of the procurement. Please be certain to use the Certification attached to this RFP.
3. **Attachment 5 Non-Discrimination and Other Forms.** If there are forms identified in Attachment 5, complete and return those forms with the Submittal.
4. **Proposal.** The Proposal shall address the evaluation criteria and submittal information identified in Section VIII. Evaluation Criteria and Submittal Information. The Proposal shall be presented in a clear, comprehensive and concise manner and shall be submitted in a complete package on behalf of the proposed team by the prime Proposer.

VIII. EVALUATION CRITERIA AND SUBMITTAL INFORMATION

A. Specialized Experience and Technical Competence -- 40 Points

1. The County will evaluate the experience, technical competence and qualifications of the proposed Personnel, their project specific roles and responsibilities, and overall organization of the Project Team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity. Personnel proposed for this contract should have recent experience and expertise delivering civil engineering services for transit facilities, including park and ride lots, transit centers, bus zones, shelter designs, and transit industrial and office facilities.
2. Preferred Experience levels are as follows:
 - a. Project Engineer. The Project Engineer should be a licensed engineer with experience in the following areas:
 - (1) Experience with developing pre-designs, designs and construction documents; and
 - (2) Familiarity with all aspects of civil engineering; surveying, roadway and drainage design, traffic engineering, and geotechnical reports/reviews.
 - b. Staff Engineer. Staff Engineers shall be licensed and experienced engineers in the various disciplines that will be required to meet the needs of the scope of work described in Attachment 1 to this RFP. **Identify a maximum of six staff engineers.** The County will regard resumes of these individuals as benchmarks, and will expect that all other engineers brought on this contract by the selected Proposer have an experience base and level of expertise at least equivalent to those for whom resumes are provided.

- c. Project Manager. The level of experience of the proposed Project Manager shall be evaluated to determine their expertise and experience in managing a wide range of transit-related projects. Preference shall be given to a proposed Project Manager that has experience as the Project Manager managing multiple contracts, and/or managing simultaneous work orders. The projects must demonstrate that the proposed Project Manager has breadth and depth of experience in contract administration and all aspects of design project management activities, including but not limited to:
- (1) Contract issues;
 - (2) Managing/monitoring and reporting on work orders;
 - (3) Schedules and budgets;
 - (4) Communicating and coordinating project activities between and among the owner, consultant team, and numerous stakeholders; and
 - (5) Coordinating the quality and integration of timely design deliverables.

3. Submittal Information

- a. Resumes. Provide resumes for only the Project Engineer, the Staff Engineers **(up to a maximum of six)**, and the Project Manager, in alphabetical order by the last name. Any additional resumes will be removed from the proposal. Resumes shall, at a minimum, include the following information:
- (1) Name of Person & title;
 - (2) Firm name & number of years employed by Firm;
 - (3) Number of years of experience in profession;
 - (4) Education (college degree & year);
 - (5) Professional registrations and licenses (type/state/year);
 - (6) Description of projects demonstrating how the proposed Personnel meets the minimum experience requirements;
 - (7) Indicate whether the projects demonstrate the engineer's experience in the following: civil designs of transit facilities; and
 - (8) Name of the project(s) and completion date, the owner's name and telephone number, the name and telephone number of the owner's project manager or other person who can verify the experience of the proposed Personnel for their roles and responsibilities on those identified projects. The Proposer is responsible for ensuring that the contact information is correct.
- b. Narrative. Describe in a short narrative highlights of the project team members' relevant experience and technical competence in the following areas:
- (1) Roadway and drainage design;
 - (2) Surveying;
 - (3) Traffic engineering;
 - (4) Geotechnical expertise;
 - (5) Constructability and value engineering reviews; and

(6) Construction support.

B. Record of Past Performance & Project Examples –

40 Points

1. The County will evaluate the Project team's record of performance on contracts with government agencies or public bodies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, ability to work together as a team, and other managerial considerations.
2. The County will evaluate the Project Examples provided by each Proposer to determine the proposed team members' experience with projects involving the specialized experience and technical expertise described above in Criterion A, including the amount of direct involvement on the part of the team members proposed for this contract. Preference in scoring will be given to examples that collectively (a) show experience on a variety of transit facility-related design projects, (b) demonstrate the proposer's ability to deliver successful projects in an environment requiring involvement with multiple jurisdictions, and (c) show a history of the proposed team members working together.
3. Submittal Information:
 - a. A brief narrative description of the team's record of performance on past projects. Discuss such factors as:
 - (1) Control of costs;
 - (2) Quality of work;
 - (3) Ability to meet schedules;
 - (4) Ability to work together as a team.
 - b. Project Examples. Submit a maximum of five (5) project examples that design has been completed or permitted in the last five years.
 - (1) For each Project Example, identify the Personnel on the Project who are proposed for this contract.
 - (2) For each Project Example, identify the Project name and location and list the characteristics of the project example that are also characteristic of work proposed for this contract, the owner's name and telephone number, and the name and telephone number of the owner's project manager or other person who can verify the project characteristics of the submitted project example. The Proposer is responsible for ensuring that the contact information is correct.
 - (3) For each Project Example, provide the following:
 - (a) Initial design contract price and Proposer's (or team member's) contract amount;
 - (b) Final design contract price and Proposer's (or team member's) contract amount ;
 - (c) Initial date scheduled for 100% design completion; and
 - (d) Actual 100% design completion date.
 - (4) For each Project Example, specify the Proposer's role as a Prime Consultant, Subconsultant, or Other. Provide the names and titles of the firms' personnel

on the project with a description of their project responsibility. Place an asterisk (*) by the name of each person who will be assigned to this project.

C. Communication -

20 Points

- a. The County will evaluate the team's ability to communicate to a wide variety of audiences both general information and technical analyses and documentation. Audiences could include County staff/ project team participants, other agency design/permit staffs, stakeholders, transit users and political boards/councils.
2. Submittal Information
 - a. Provide two (2) sample documents, each no greater than 3 pages in length, one demonstrating the team's ability to provide technical analysis and documentation and one demonstrating the team's ability to provide effective written and visual communication for a variety of audiences. The County will remove a sample in its entirety if the sample does not conform to the requirements stated herein.

D. Interviews --

50 Points possible

1. The County may or may not conduct interviews. If the County determines that interviews are necessary, the County will conduct interviews with the short listed Proposers (finalists).
2. Proposers will be notified in writing of the request and provided the date, place, and time of the interview. The interview process may not include a Consultant presentation and the Consultants will not be given questions to prepare for in advance of the interview. The County may choose to use different criteria for the interview, in which case the Finalists will be so notified in writing.
3. Failure to participate in the interview process shall result in a Proposer's disqualification from further consideration.

* * * * *

ATTACHMENT 1 - SCOPE OF WORK

ATTACHMENT 1

SCOPE OF WORK

Work Order Based Civil Engineering Services for Transit Facilities and Projects RFP # E00026E06

Scope of Technical Services

The Consultant will be required to provide technical and professional resources for each work order on the basis of the agreed-upon work plan, defined scope and schedule negotiated prior to the authorization of each work order.

The Consultant shall provide the full range of civil engineering and related services necessary to execute a variety of transit facility projects. Services include data review and analysis; engineering analyses; surveying (ALTA and boundary), studies and report preparation; development, evaluation and recommendation of design alternatives; development and comparison of cost estimates for alternatives and final designs, including Plans, Specifications, and Estimates.

The Consultant shall have the capability to provide all drawings in both electronic and hard copy formats. All electronic CAD files (engineering drawings and as-built plans) shall be prepared in the Autocad R2005 or later version. Conversion from other CAD software such as MicroStation or Intergraph into Autocad is NOT acceptable.

The Consultant will provide the required professional services from its own firm and/or technical specialists from other firms as subconsultants. The areas of expertise requested, and the anticipated nature of work for each contract includes, but is not limited to, the following:

Task 100 -- Project Management and Contract Administration

The Consultant shall provide the disciplines described below as applied to a wide variety of transit facility projects. The Consultant shall organize, manage and coordinate the disciplines required to accomplish the project and shall be capable of working on multiple work orders at the same time. The Consultant will be expected to coordinate its work with efforts performed by County staff and other consultants or contractors. The Consultant shall provide project management and contract administration services to facilitate efficient progress on each work order. Project Management services may include, but not be limited to:

- Progress reporting
- Scheduling
- Project team management and coordination
- Meeting organization, facilitation and documentation
- Quality assurance/Quality control

Potential Deliverables:

- Monthly progress reports including task order sequence and hour reconciliation by firm.
- Baseline schedules and updates, as required by work order scope prepared in Microsoft Project software.
- Team organization charts and phone contact lists.
- Meeting agendas minutes and notes, with revisions as required.
- A QA/QC plan for use in reviewing design deliverables and when conducting review of designs prepared by others. At a minimum, this QA/QC plan should include review of work for compliance with the following:
 - Uniform Building Code;
 - ADA Requirements;
 - Uniform Fire Code; and
 - Washington State Energy Code.

Task 200 – Civil Engineering

The Consultant shall provide the disciplines described below as applied to a wide variety of transit facility projects. The Consultant shall provide the required expertise and coordinate the disciplines required to accomplish the scope of work identified in the work orders. Civil engineering services may include, but not be limited to the following disciplines:

Geotechnical Engineering:

- Perform field geotechnical investigations, lab soil analysis, and prepare geotechnical reports.
- Perform slope stability analysis and propose solutions for unstable slopes.
- Design mechanically stabilized earth walls.
- Review the designs, analyses and any other work prepared by others for the above listed tasks.

Pavement Engineering:

- Perform load-rating analysis for pavement design.
- Design pavement sections for parking lots, transit centers, and street improvements.
- Prepare design plans for parking lots, transit centers, and street improvements consisting of asphalt concrete pavement, cement concrete pavement, and brick pavement.
- Review the designs, analyses, and any other work prepared by others for the above listed tasks.

Drainage Engineering:

- Determine project requirements and prepare designs for water detention and retention facilities.
- Prepare drainage report or Technical Information Report per jurisdictions' required format
- Determine project requirements and prepare designs for water quality facilities.
- Determine project requirements and prepare designs for water conveyance systems.
- Review the designs, analyses, and any other work prepared by others for the above listed tasks.
- Provide Certified Erosion and Sediment Control Lead (CESCL) services during design and construction. CESCL shall be as certified per Washington State Ecology's Stormwater Management Manuals for Eastern and Western Washington.

- Determine project requirements and prepare designs for utilities including water and sewer services.
- Determine project requirements and prepare designs for water and sewer systems

Traffic Engineering:

- Design parking lot and transit center layouts and perform circulation analysis.
- Perform level of service analysis for roadways, intersections, and parking lots.
- Prepare channelization designs for roadways and parking lots.
- Prepare traffic control plans.
- Prepare illumination designs for roadways and parking lots.
- Prepare traffic signal design plans, specifications and estimates.
- Review the designs, analyses, and any other work prepared by others for the above listed tasks.

Railway/Track Engineering

- Prepare design plans for Metro Transit's Waterfront Streetcar and other street car tracks and facilities.
- Review the designs, analyses, and any other work prepared by others for the above listed task.

Landscape Architecture

- Landscape and irrigation plans for the park and ride lots, transit centers, bus zones and modifications to planter strips.
- Provide water efficient landscaping and irrigation design per L.E.E.D. Green Building Rating System
- Review the designs, analyses, and any other work prepared by others for the above listed task.

Potential Deliverables for the civil engineering disciplines:

- Civil engineering studies, evaluations, technical memos, reports and recommendations for public transit facilities. All reports to include both a draft, submitted for review comments, and a final that addresses the County's comments on the draft. Report formats shall meet permitting agencies' requirements.
- Predesign layouts and documents for any/all of the civil engineering disciplines listed above.
- Plans, Specifications and Estimates (PS&Es) for all necessary civil engineering disciplines at design phases 30%, 60%, 90% and Final. Each phase revision will address the County's comments on the previous phase documents.
- Technical specifications, construction contract documents, and cost estimates for the disciplines and tasks listed above.
- Quality control reviews for designs prepared by in-house staff and other consulting firms.

Task 300 – Survey

The Consultant shall provide surveying services necessary for transit facility projects. Surveying services may include, but not be limited to the following:

- All survey work shall be performed by a Professional Land Surveyor registered in the State of Washington.
- Perform as the Washington State Professional Land Surveyor for ALTA boundary surveying, topographic surveying and base mapping.
- Establish the project horizontal and vertical control points.
- Establish and provide the base map information with the survey data collected with 2-foot contour intervals except for sensitive areas (wetlands, creeks, and streams) and flood-way mitigation/compensation areas where a 1-foot contour interval should be used.
- Provide topographic mapping for the project including the project site and adjacent roadways, side streets, storm drainage, mitigation areas, and any other needed areas.
- Research and prepare legal descriptions and records of surveys for existing or proposed properties/projects.
- Provide existing right-of-way and property information, perform boundary surveys for property lines.
- Coordinate with public and private utility companies for surveying existing utilities to Level "C" as defined by the Washington State – Transportation Improvement Board – Policy No. POL-814 (Subsurface Utility Engineering)

Potential Deliverables:

- A plot at a 1"= 20' (or other specified) scale of all survey information and control stamped by a licensed land surveyor. Survey Records to be recorded in the County and all final survey maps shall be stamped and signed by a Professional Land Surveyor registered in the State of Washington. Submittal format shall be per project requirements.
- Electronic drawing files requested by the County shall be in Autocad, including the survey, base map, contours, survey points with number, elevation, and description. Conversion from other CAD software, such as MicroStation, is **NOT** acceptable.
- An electronic ASCII file with all point numbers, coordinates, elevations and descriptions for each survey point. Benchmarks and survey control shall be clearly identified.
- Word, spreadsheet and scheduling files shall be in Microsoft Office format.

Task 400 -- Structural Engineering

The Consultant shall provide structural engineering services necessary for transit facility projects. Structural engineering may include, but not be limited to the following:

- Design retaining walls and transit facilities structures.
- Design multi-story parking structures.
- Analyses of superstructure surcharge loadings on the transit tunnel.
- General structural reviews of transit facilities.
- Computer modeling and structural analyses.
- Review the designs, analyses, and any other work prepared by others for the above listed tasks.

Potential Deliverables:

- Structural engineering studies, evaluations, technical memos, reports and recommendations. All reports to include both a draft, submitted for review comments, and a final that addresses the County's comments on the draft.
- Structural analysis results including input models and final analysis printouts. Preferred structural analysis computer software is STAAD Pro by Research Engineers International.

- Predesign layouts and documents for any/all of the structural engineering disciplines listed above.
- Plans, Specifications and Estimates (PS&Es) for all necessary structural engineering disciplines at design phases 30%, 60%, 90% and Final. Each phase revision will address the County's comments on the previous phase documents.
- Technical specifications, construction contract documents, and cost estimates for the disciplines and tasks listed above.
- Quality control reviews for designs prepared by in-house staff and other consulting firms.

Task 500 – Trolley Overhead Engineering Services

The Consultant shall provide design Overhead Traction Power systems services, which may include:

- Wire.
- Switches.
- Curves.
- Catenary design.
- Powerline sagging calculations.
- Underground and overhead utility design.
- Design of poles and other support structures for Overhead Traction Power system.
- Review and approve shop drawings prepared by contractors; ensure compliance with contract documents; and oversee change orders.
- Provide services to field personnel in the review and approval of shop drawings and in the interpretation of specifications.
- Provide services in developing terms and special provisions for the execution of design projects.
- Provide technical assistance to operation and maintenance divisions as requested.
- Evaluate proposals or provide services as requested to divisions in designing improvements or revisions to existing facilities

Potential Deliverables:

- Design drawings of overhead traction power systems
- Provide design specifications, special provisions and contract documents.
- Approve shop drawings.
- Prepare Technical memorandum.
- Evaluation of designs prepared by in house staff or other consulting firms.

Task 600 – Value Engineering Services

The Consultant shall provide value engineering services necessary for transit facility projects. Value Engineering Services may include, but not be limited to the following:

- Conduct value engineering process meeting(s).
- Perform a value engineering study as defined by Washington State – Transportation Improvement Board - Policy No. POL-802 (Value Engineering Studies)

Potential Deliverable:

- Value engineering report detailing the findings and recommendations reached through the value engineering process.

Task 700 – Green Building Services/Sustainable Design

Incorporate sustainable design features in buildings and systems using an eco-friendly rating system such as Leadership in Energy and Environmental Design (LEED) and/or other “green building” design criteria. Key issues to be considered could include site development; indoor air quality; and water, energy, material, and resource efficiency.

Potential Deliverable:

- Report outlining possible sustainable design features that could be incorporated, their cost, life-cycle savings, etc. Report is to include alternatives, costs, and comparison with guideline criteria.

Task 800 – Constructability Review Services

The Consultant shall provide constructability review services for designs of transit facilities. These services include, but are not limited to, review of construction document drawings and specifications for clarity, consistency, constructability and coordination.

Potential Deliverable:

- Constructability review report detailing the findings and recommendations reached through the constructability review process.

Task 900 -- Services During Construction**Contract Bidding Services**

Contract bidding services may include, but are not limited to the following:

- Provide services to King County in responding to questions from construction contract bidders as requested.
- Attend construction prebid meeting and site visitation, if requested.
- Attend construction contract bid opening, if requested.
- Provide services to King County in evaluation of the construction contracts bids, as requested.
- Provide services with preparation of the addenda and additions to drawings, as needed.
- Provide Certified Erosion and Sediment Control Lead (CESCL) site construction services.

Submittals and Request for Information (RFI's)

- Review and approve, as necessary, contractor submittals as necessary.
- Review and respond to contractor/ owner requests for information.

Preconstruction and Construction Meetings

- Attendance at Pre-construction meeting with the representative from King County Transit.
- Attend weekly construction meetings as requested. Meetings may be required with King County construction staff, contractors and local agency.

As-built Drawings

Prepare as built drawings as requested by King County Transit.

Potential Deliverables:

Meeting minutes and technical memos as required to support any of the activities above.

As-built drawings shall be submitted in both electronic and hard copy formats.

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORM

STATEMENT OF QUALIFICATIONS CERTIFICATION

The undersigned is authorized to execute this certification on behalf of the Proposer and certifies on the Proposer's behalf that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the Proposer has the financial capability to perform the work which is the subject of this solicitation. The Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that Proposal is submitted in accordance with this solicitation and all issued addenda, and that the Proposer agrees to be bound by the same.

Proposer_____

Signature_____

Title_____

Date_____

ATTACHMENT 3 - NOT USED

ATTACHMENT 4 - NOT USED

ATTACHMENT 5 - NON-DISCRIMINATION AND CONSULTANT DISCLOSURE FORMS

The following listed documents must be completed and submitted by all Proposers with their proposals:

1. Affidavit and Certificate of Compliance with KCC 12.16
 - completed by **Prime Only**; notarization required
2. Proposer Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions (FTA)
 - completed by **Prime Only**
3. Lower Tier Participant Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions (Consultant)
 - completed by **all Subconsultants**
4. Certification for Contracts, Grants, Loans, and Cooperative Agreements (FTA)
 - completed by **Prime and all Subconsultants**
5. Disclosure of Lobbying Activities
 - Standard Form – LLL; completed by **Prime and all Subconsultants with lobbying activities to disclose**
6. Consultant's Compliance Statement (Executive Order No. 11246)
 - completed by **Prime only**

Additional non-discrimination and disclosure forms will need to be provided by the selected Consultant prior to Contract execution. Please contact the Contract Specialist for this RFP if you have any questions about Contract execution forms.

Current versions of all forms are available for review and download at:

<http://www.metrokc.gov/procurement/forms/consultants.aspx>